

**KING ABDULLAH UNIVERSITY OF SCIENCE AND TECHNOLOGY**  
**INTELLECTUAL PROPERTY POLICY**

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# KING ABDULLAH UNIVERSITY OF SCIENCE AND TECHNOLOGY

## INTELLECTUAL PROPERTY POLICY

### Part 1. Preamble

King Abdullah University of Science and Technology (“KAUST”) is an international graduate research university inspiring a new age of scientific achievement in the Kingdom of Saudi Arabia and the Middle East. KAUST recognizes the importance of intellectual property rights to the transfer of new scientific knowledge and technology from the University to the public benefit.

The KAUST Intellectual Property Policy (“Policy”) provides the guidance and directives necessary for the effective management, protection and commercialization of intellectual property created through the KAUST research enterprise. This Policy has four objectives:

1. To ensure that new knowledge and technology created at KAUST are effectively transferred for the widest public benefit and for the economic development of the Kingdom of Saudi Arabia;
2. To encourage, serve, promote, and strengthen the KAUST research and economic development missions;
3. To foster the development of new and innovative business models and practices for effective transfer of KAUST intellectual property to the private sector; and,
4. To set out clear guidelines and standards for determining the rights and obligations of KAUST, the KAUST Community and third party sponsors of research at KAUST.

This Policy applies to all members of the KAUST Community, and shall be deemed a condition of: (i) employment for every KAUST employee, (ii) enrollment by all students, and (iii) admittance by all others, including visiting appointments, postdocs and fellows who may participate in research at KAUST or make significant use of KAUST facilities or resources. Excluded from this Policy are all companies located on KAUST premises and their employees, unless otherwise provided by a separate written agreement. This Policy shall not be interpreted to limit KAUST’s ability to meet its obligations under any contract or grant or other third party agreement of any kind. This Policy is intended to be, and shall be construed as, consistent with Saudi Arabia’s intellectual property laws.

### Part 2. Definitions

- 2.1. “**Deductible Expenses**” means all KAUST’s out of pocket costs incurred for the assessment, legal protection, maintenance, marketing and commercialization of KAUST Intellectual Property, and including, but not limited to, taxes, government fees and the

costs of any legal proceedings by or against KAUST (including any costs or damages assessed against KAUST in any such proceedings).

- 2.2. **“Gross Revenue”** means all financial compensation received by KAUST in exchange for the sale or other transfer of KAUST Intellectual Property rights, regardless of the form of payment. Gross Revenue includes but is not limited to one-time fees and payments, running royalties and other forms of cash benefits, but excludes funds for sponsored research, ancillary services, leases, philanthropy and the like.
- 2.3. **“Inventors and Authors”** means all members of the KAUST Community who conceive, reduce to practice, author or create Intellectual Property, or who qualify as inventors and authors under the intellectual property laws of any country where KAUST may file for legal protection of Intellectual Property.
- 2.4. **“Intellectual Property”** means the intangible rights to all discoveries, ideas, inventions, know how, processes, methods, copyrighted works, databases, technical data and other creative or artistic works. Intellectual property rights are protected by various patent, copyright, database right, trademark, trade secret, mask work, plant variety protection, breeders’ rights and other personal property laws, codes and treaties. Intellectual property also includes the tangible embodiments of intellectual effort (**“Tangible Research Property”**), such as devices, models, machines, designs, instrumentation, circuits, computer software and hardware, biological materials, chemicals, other compositions of matter, plants, and records of research. For purposes of this Agreement, the term **“Intellectual Property”** is to be construed broadly and includes any new form of technology yet to be invented and any new property rights applicable thereto.
- 2.5. **“KAUST Community”** means all persons who shall be bound by this Policy, namely, faculty, staff, students and other persons who may participate in KAUST research or utilize KAUST facilities or resources.
- 2.6. **“Net Revenue”** means Gross Revenue less Deductible Expenses, provided that where Deductible Expenses exceed Gross Revenue, Net Revenue shall be zero.
- 2.7. **“Traditional Academic Works”** means all scholarly or academic works, regardless of format, made independently and at an Author’s initiative for teaching and other educational purposes, including KAUST classroom and course use. This category also includes all fundamental research results published by faculty and staff, student papers, theses, dissertations and other works made to meet KAUST academic requirements. While Traditional Academic Works may also meet the definition of Intellectual Property and have commercial value, they are created primarily for scholarly or academic purposes.

### **Part 3. Policy Administration**

- 3.1. **Delegated Authority.** The President shall be responsible for administration of the KAUST Intellectual Property Policy and shall represent the University in all matters

of policy affecting the University's relations with faculty, staff, students, government, industry and the public. The President has designated the Senior Vice President Research and Economic Development ("Senior Vice President") to oversee administration of this Policy.

**3.2. Director Technology Transfer & Innovation.** Reporting to the Senior Vice President, the Director Technology Transfer & Innovation ("Director") is charged with carrying out the particular duties described below and elsewhere in this Policy:

- a. Develop and implement an intellectual property management and technology transfer program to help achieve KAUST economic development goals;
- b. Identify, evaluate and commercialize disclosed Intellectual Property and report periodically thereon to the Senior Vice President;
- c. File patent applications and other legal registrations as may be necessary to protect KAUST Intellectual Property;
- d. Facilitate and integrate the negotiation and drafting of all Intellectual Property related agreements across KAUST and its subsidiaries.
- e. Report and account for Gross and Net Revenue derived from KAUST Intellectual Property and report to the Senior Vice President and the Vice President of Finance as directed;
- f. Ensure that KAUST meets all intellectual property related commitments that are contained in research contracts, licenses and other agreements.
- g. Maintain complete records of all disclosed Intellectual Property and material transfer agreements;
- h. Serve *ex officio* as secretary of the KAUST Intellectual Property Advisory Committee and deliver an annual report to the Committee.
- i. Educate the KAUST Community and government and private entities in Saudi Arabia about intellectual asset management and innovation.
- j. Assure that all technology transfers and exchanges of information comply with import and export control laws; and,
- k. Perform other duties as may be assigned by the President and the Senior Vice President.

**3.3. Approvals and Signature Authority.** All agreements authorized by this Policy shall be approved by the Director, reviewed as to legal form by the General Counsel and executed by the Senior Vice President. No other person may obligate KAUST's rights and interests in Intellectual Property or use the name of KAUST in connection with Intellectual

Property without the endorsements, reviews and approvals contained in this Policy. The Director is authorized to sign without further approval, except as to legal form, the various material transfers, non-disclosure agreements and non-monetary assignments and licenses.

- 3.4. **Intellectual Property Committee.** The President shall appoint a standing Intellectual Property Advisory Committee consisting of seven members, drawn from faculty, researchers and professional managers, one of whom the President shall designate as Chair. The General Counsel or his designee shall attend and advise *ex officio*. Members' terms shall be annual and reappointment shall be at the pleasure of the President. The Committee shall:
- a. Receive and review the annual report of the Director;
  - b. Report annually to the President on the implementation of this Policy and make recommendations for the achievement of its objectives;
  - c. Hear appeals under Part 9 from decisions of the Director regarding ownership of Intellectual Property or other interpretations of this Policy and make recommendations thereon to the Senior Vice President, whose decision on such matters shall be final.
- 3.5. **Conflicts of Interest.** All potential conflicts of interest relating to Intellectual Property ownership and transactions shall be reported and resolved under the KAUST policies on conflict of interest and commitment.

#### **Part 4. Ownership and Rights to Intellectual Property**

- 4.1. **KAUST Ownership.** Except as otherwise provided in this Policy, all Intellectual Property conceived, reduced to practice, authored, or created by the KAUST Community shall be owned by KAUST.
- 4.2. **Waiver in favor of Inventors and Authors.** The Director may upon reasonable grounds, and with the approval of the Senior Vice President, assign rights in Intellectual Property to an Inventor or Author, subject to appropriate licenses and compensation to KAUST and to the extent permitted by law and any applicable third party agreements.
- 4.3. **Exception for Traditional Academic Works.** Subject to any agreements with third party sponsors and collaborators, members of the KAUST Community shall own all rights to their Traditional Academic Works. However, KAUST shall have a perpetual, non-exclusive, royalty free license to use such Works for research and educational purposes.
- 4.4. **Exempt Intellectual Property.** KAUST shall have no rights to Intellectual Property made by members of the KAUST Community on their personal time using personal resources, so long as such Intellectual Property is clearly outside the scope of their appointment with, and duties for, KAUST and outside their areas of research interest. All

exempt Intellectual Property must be disclosed under Article 5 and the burden of proving such exemption shall be on Inventors and Authors. Student Intellectual Property is exempt, so long as it is not developed during the scope of employment by KAUST, or governed by a third party agreement, or developed through the use of KAUST specialized resources and facilities, other than those incidental resources generally available to all the KAUST Community.

- 4.5. **Acquisition of Third Party Intellectual Property.** The Director may acquire on behalf of KAUST rights to Intellectual Property from third parties, including Intellectual Property under Article 4.4, when to do so would substantially further KAUST's research and economic development missions. Such transactions include but are not limited to the commercial license of Intellectual Property from KAUST university partners and companies. All such transactions shall be governed wholly by their own terms, rather than this Policy.

## **Part 5. Disclosure and Evaluation of Intellectual Property**

- 5.1. **Mandatory Disclosure.** All Intellectual Property made by members of the KAUST Community, except for Traditional Academic Works, must be disclosed to the Director in a signed written document in an approved format. Disclosure must be made as soon as practicable and comply with any applicable third party agreement. Disclosures shall completely and accurately convey all relevant information in a thorough and timely manner and shall be signed by all Inventors and Authors. At the time of disclosure and continuing thereafter, Inventors and Authors shall promptly disclose all potential conflicts of interest to the Director in accordance with the KAUST Conflict of Interest Policy.
- 5.2. **Publication and Patent Rights.** The KAUST Community is urged to consult the Director prior to submitting manuscripts, abstracts or other materials for publication or presentation, to insure that no patent rights are compromised by public disclosure. The Director shall expeditiously review such materials and, if patent applications are to be filed, proceed quickly to avoid undue delay in publication.
- 5.3. **Execution of Assignments.** At the time of disclosure, or within the disclosure document itself, all Inventors and Authors to the extent determined as such, shall execute formal written assignments to KAUST and sign any other documents, such as patent and copyright filings, that the Director may require in his sole discretion to perfect KAUST's legal rights to Intellectual Property and to comply with third party agreements.
- 5.4. **Entrepreneur Assistance for Economic Development.** To the extent reasonably possible, the Director shall assist the efforts of Inventors and Authors to form new companies by providing or facilitating technical assistance, patent advice and other services, including the arrangement for licensing or other transfer of Intellectual Property to or from third parties. Such assistance may be provided to Inventors and Authors of Intellectual Property that is exempt under Article 4.4 on terms to be agreed

upon by the parties.

- 5.5. **Claims and Disputes.** Any member of the KAUST Community who wishes to claim or contest rights involving Intellectual Property shall provide to the Director the following information in writing: (i) the circumstances under which the Intellectual Property originated; (ii) the scope of the claimant's employment duties at the time it originated; and, (iii) any other documentary evidence supporting the claim. The claimant shall bear the burden of proving his or her ownership or rights to Intellectual Property. Any disputes that cannot be resolved by the Director shall be referred to the Intellectual Property Advisory Committee under Article 3.4.

## Part 6. Copyright Policy

- 6.1. **Student Coursework.** All copyrighted works made by students shall be treated as Traditional Academic Works, subject to KAUST's perpetual, royalty free, non-exclusive license to have and to use copies of all such works, including graduate thesis or dissertations and related materials, for research and educational purposes.
- 6.2. **Commissioned Works and Publications.** KAUST may engage faculty or staff to write for publication or produce copyrighted materials as part of their professional duties. Unless otherwise approved in advance by the Provost, KAUST shall own all such materials, but may provide licenses and assignments thereof upon request.
- 6.3. **Copyrights in Classroom Performances.** All rights in oral presentations, lectures, performances and other live and online education activities, and audio, visual or digital recordings thereof, regardless of format, taught or developed for use of or by KAUST or at KAUST shall be the property of KAUST. These presentations and the recordings thereof may not be reproduced, distributed, performed, or displayed without the permission of KAUST, which must be obtained through the Director and approved by the Provost.
- 6.4. **Copyright Notice.** All published works of authorship shall bear a copyright notice composed and affixed in accordance with Saudi Arabian law and international copyright treaties to which Saudi Arabia is a signatory. KAUST-owned materials shall bear the notice: © ([years of publication]) *King Abdullah University of Science and Technology. All Rights Reserved*; or such other notice as may be required by law. No other academic division, research center or other name may be used in the copyright notice, although the name and address of a KAUST office may be listed below the notice.

## Part 7. Other Categories of Intellectual Property

- 7.1 **Trademarks.** KAUST shall have sole ownership and right to register and display trademarks and domain names using the name and logo of KAUST. No member of the KAUST Community may use or alter the KAUST name, trademark or logo to designate or endorse any goods or services without the prior approval of the General Counsel. The Director may, with the approval of the General Counsel, register and manage trademarks

that are developed specifically to enhance the value of Intellectual Property.

**7.2 KAUST Confidential Information.** KAUST Intellectual Property disclosures, legal documents, research results and certain proprietary business information may have commercial or legal value when held confidentially (“Confidential Information”). Proprietary information arising out of KAUST work, including, but not limited to, terms of research agreements, financial arrangements or confidential business information shall be kept confidential to the extent required to effectively conduct business. Confidential Information should be disclosed to third parties only under a non-disclosure agreement or as otherwise may be approved by the Director and the General Counsel. Faculty and staff shall adhere to the following procedures when handling Confidential Information:

- a. Research in progress, unpublished research results and proprietary information received from third parties shall be treated with care and with due regard for potential patentability. Written records must be kept of the date and extent of disclosure of any of the foregoing information.
- b. Information received by KAUST from a third party under a confidentiality agreement may only be disclosed within KAUST to persons having a need to know such information.
- c. Nothing in this Article 7.2 shall limit or restrict the right of the KAUST Community to freely publish results of their research, subject only to reasonable delays to preserve patent or other intellectual property rights.
- d. In limited circumstances and in furtherance of KAUST’s strategic interest, the Director may, with the approval of the Senior Vice President, hold and commercialize unpublished information as a trade secret in countries where legally protected.

**7.3 Tangible Research Property.** KAUST encourages the public dissemination and broad educational use of research materials, including but not limited to, software, firmware, data, biological materials, chemicals, and other tangible materials created by members of the KAUST Community (“Tangible Research Property”). No Tangible Research Property may be transferred to or for from KAUST without a written agreement. The determination of title and third party rights, application of import and export laws and other terms for transfer shall be determined by the Director.

## **Part 8. Intellectual Property Transactions and Revenues**

**8.1. Authorized Transactions.** The Director is responsible for protecting, managing and commercializing Intellectual Property owned by KAUST or in which KAUST has a beneficial interest, and insuring that technology transfer practices further KAUST’s economic development mission. Due to changing laws, markets, and the nature of new technology itself, the Director is authorized to exercise discretion and flexibility to

implement such practices and negotiate such agreements as may be required to achieve the purposes of this Policy. For example, the Director may grant to third parties various rights to research results, Tangible Research Property and Intellectual Property for appropriate compensation and under other terms as may be prudent to further KAUST's economic development mission, including assignment of KAUST Intellectual Property rights in whole or in part to third parties.

- 8.2. **Payments to Inventors and Authors.** It is the intent of KAUST through this Policy to incentivize Inventors and Authors to participate in technology transfer and economic development by sharing with them any revenues obtained by KAUST from the commercialization of Intellectual Property. Inventors and Authors shall receive the first SAR 500,000 of Net Revenue and 60% of the annual Net Revenue thereafter obtained by KAUST from the transfer of rights in Intellectual Property. Where there is more than one Inventor or Author, payments shall be divided equally unless the participants have, upon reasonable grounds, unanimously agreed otherwise. All financial transactions and reporting thereof shall comply with International Financial Reporting Standards and internal controls and guidelines issued by the KAUST Finance Department.
- 8.3. **Payment Terms.** Payments shall be subject to all laws of the Kingdom of Saudi Arabia and other countries when applicable and third party agreements. KAUST shall not be responsible for accounting for or reporting such payments for tax purposes. Compliance with all tax laws and any liability under such laws shall be the sole responsibility of persons receiving payments. In the event of the death of a payee, such payments shall continue to their estates to the extent permitted under the laws of Saudi Arabia.
- 8.4. **Institutional Responsibility.** The Director shall always act in KAUST's strategic and public interests to insure that Intellectual Property attains the maximum public benefit to KAUST and the Kingdom of Saudi Arabia. The Director shall have sole discretion within the constraints of this Policy and available resources to determine which Intellectual Property shall be patented and, when appropriate, how it may best be transferred. In any case of Intellectual Property disclosed under this Policy, KAUST shall not be obligated to the individual Inventors and Authors to file any patent application, waive or transfer the rights to the Intellectual Property, seek any particular financial terms or to institute or defend any legal proceedings.

## **Part 9. Dispute Resolution and Appeal**

- 9.1. **Notice of Dispute.** If one or more Inventors or Authors ("Claimant") object to KAUST's ownership of Intellectual Property or other interpretations of this Policy, he or she may object in writing to the Director. A Claimant shall provide all information and documentation that may be helpful to a full and fair resolution of the issues. The Director shall respond to Claimant in writing within 21 days after receiving notice of the claim.
- 9.2. **Appeal.** In the case of an adverse decision by the Director, Claimant may, within 15

calendar days after being notified in writing of the Director's decision, make a written appeal to the Intellectual Property Advisory Committee. The Committee shall meet within 30 days after receiving the appeal and shall reasonably consider all materials submitted by the Claimant and conduct such review and investigation as it deems reasonably necessary. The Committee shall promptly render an advisory opinion to the Senior Vice President, whose decision in the matter shall be final and communicated in writing to the Claimant. The Senior Vice President may in any case, or as a matter of policy, institute such other procedures as may be in the interest of fairness and equity. This Policy shall in no way limit any right granted under any KAUST grievance or other policy.

## **Part 10. Exceptions and Amendments**

**10.1 Exceptions to this Policy.** In an individual case, the Senior Vice President may, with the approval of the President, make an exception to this Policy where to do so would be fair and equitable to the KAUST Community or in the strategic interests of KAUST. Such exceptions shall be reported to the Board of Trustees at their next scheduled meeting.

**10.2 Amendment.** The President may, upon notice to the Director and the Intellectual Property Advisory Community, propose such amendments of this Policy to the Board of Trustees as may be deemed in the interest of KAUST.

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